**March 25, 2024, 9:00AM Employer Without Prejudice or Precedent Framework for Settlement**

**IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT FOR UNIT 1**

B E T W E E N:

**YORK UNIVERSITY**

**(the “Employer”)**

**- and –**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903**

**(the “Union”)**

**MEMORANDUM OF SETTLEMENT FOR A RENEWAL**

**COLLECTIVE AGREEMENT – UNIT 1**

1. This Memorandum of Settlement is tabled without prejudice to the employer’s tabling of amended or new proposals in the course of continued collective bargaining.
2. The term of the renewal collective agreement shall be from September 1, 2023, to August 31, 2026, and shall have no retroactive effect whatsoever other than as expressly set out herein.
3. Employees in the bargaining unit as of the date of ratification will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, 2023 up to the date of ratification and what they would have received during the same period of time had the wage rates been increased effective September 1, 2023 by 3.0%. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.
4. The renewal collective agreement shall be in the same form as the predecessor 2020-23 Collective Agreement other than as modified by Schedule “A”, “B”, “C” and “D” to this Memorandum of Settlement.
5. The University reserves the right to withdraw or amend any or all proposals set out at Schedule “A”, “B”, “C” and “D” if all items not agreed to.
6. All other proposals not included in the final form of this Memorandum of Settlement are withdrawn.
7. The final form of the renewal collective agreement is subject to a housekeeping review including, for example, consecutive numbering of all Articles and numerical consistency in references to Articles throughout the collective agreement.
8. Article numbers set out in Schedules “A”, “B” and “C” below are taken from the 2020-23 Collective Agreement and are subject to change in accordance with agreements reached in Schedule “D”.

**Schedule “A” to Memorandum of Settlement for A Renewal Collective Agreement**

**Proposal Regarding Bill 124 Wage Re-Opener**

**Employer Counter Proposal – March 25, 2024 9:00AM**

1. The University is seeking mutual agreement on any Bill 124 re-opener issues for the 3-year moderation period from September 1, 2020, to August 31, 2023, in the context of negotiations for a multi-year renewal collective agreement on compensation issues from September 1, 2023, onward.

2. CUPE 3903 confirms its agreement that employees in the CUPE 3903 bargaining unit(s)should not receive double compensation or recovery of any nature or kind whatsoever for any alleged losses in compensation that are claimed as arising from or related in any way to Bill 124. Without limiting the generality of the foregoing, this means that if these discussions result in a ratified Memorandum of Settlement for a multi-year renewal collective agreement, CUPE 3903 will reimburse the University for any monies its membersreceive directly or indirectly from the Ontario government for lost or forgone compensation during the Bill 124 moderation period.

~~3. Should these discussions result in the ratification of a Memorandum of Settlement for a multi-year renewal collective agreement and in the event that Bill 124 is upheld at either the Ontario Court of Appeal or the Supreme Court of Canada, which results in Bill 124 having been or being in force and effect, the parties shall meet to determine the nature and extent of monies required to be repaid to the University by employees in the CUPE 3903 bargaining unit(s)~~~~to be compliant with Bill 124. If the parties are unable to reach agreement in this regard, Eli Gedalof will be seized as mediator, and if necessary, arbitrator, with respect to determining any remedies.~~

3. Moderation Period Pay Increases:

1. Effective September 1, 2020, retroactive increase to Article 10.04.1 (Salary Rates) and Article 15.04.1 (Authorized Replacement) of 0.75% 1.0%.
2. Effective September 1, 2021, retroactive increase to Article 10.04.1 (Salary Rates) and Article 15.04.1 (Authorized Replacement) of 0.75% 1.75%.
3. Effective September 1, 2022, retroactive increase to Article 10.04.1 (Salary Rates) and Article 15.04.1 (Authorized Replacement) of 2.75%.

4. Employees in the bargaining unit as of the date of ratification will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, ~~2022~~ 2020, up to the date of August 31, 2023. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.

**Schedule “B” to Memorandum of Settlement for A Renewal Collective Agreement**

**Proposals Regarding Salary, Grant-In-Aid and Collective Agreement Funds** **for Renewal Period**

1. **Article 10.04.1 (Salary Rates) and Article 15.04.1 (Authorized Replacement)**

Increase salary rates in 10.04.1 and authorized replacement rates in 15.04.1 by

* 3.0% effective September 1, 2023;
* ~~2.5~~ 2.75% September 1, 2024;
* ~~2.0~~ 2.25% September 1, 2025.

1. **Article 10.03.1 (Grant-In-Aid)**

Increase Grant-in Aid rates by

* 3.0% effective September 1, 2023;
* ~~2.5~~ 2.75% September 1, 2024;
* ~~2.0~~ 2.25% September 1, 2025.
1. **Collective Agreement Funds**

Increase the following Funds by 1% in each of the 2023-24, 2024-25, and 2025-26 contract years:

|  |  |
| --- | --- |
| Article 15.13.4 | Childcare Fund |
| Article 15.14 | Graduate Student Bursary Fund |
| Article 15.16 | Professional Development Fund |
| Article 15.20 | UHIP Fund |
| Article 15.22 | Equity Fund |
| Article 15.27 | CUPE 3903 Benefits Fund |
| Article 20 | Ways and Means Fund |
| Letter of Intent 7 | UHIP Fund for Visa Students  |

**Schedule “C” to Memorandum of Settlement for A Renewal Collective Agreement**

**Agreed to Items**

1. Article 1.02 – Definitions
2. Article 4.06 – Printing Collective Agreement
3. Article 5.01.1-5.01.3 – Labour Management Committees
4. Article 5.03.4 – Use and Reporting of Data
5. Article 5.03.5 – Underrepresentation
6. LOU Letter of Understanding – Representation Thresholds – March 24, 2024 5:30PM
7. Article 10.02.4 – Workload
8. Article 10.04.4 – Tutor 3 Definition
9. Article 10.09 – Vacation Pay – March 24, 2024 12:15PM
10. 12.01.4 – Appointments
11. 12.07.1 – Written Offer of Appointment
12. Article 12.19 – Appointment Information
13. Article 15.16 – Professional Development Fund
14. Article 15.22 – Fund Protection
15. Article 15.24 – Equity Fund
16. Article 17.06 – Pregnancy Leave
17. Article 17.09 – Unpaid Parental Leave
18. Article 17.10 – Supplemental Benefits
19. Article 19.01 – Duration of the agreement
20. Letter of Intent #1

# **ARTICLE 1 – PURPOSE AND DEFINTIONS**

* 1. **Definitions**

1.02.1 Definition of Day

Throughout the Collective Agreement “Day(s)” refers to calendar day(s), unless:

1. The language of the Collective Agreement specifies “Working Days”; or
2. The day(s) at issue is/are observed as a statutory holiday by the University or the University is otherwise closed, in which case the day(s) shall not count towards any time limit set out in the Collective Agreement.

**ARTICLE 4 – DISCRIMINATION AND HARASSMENT**

* 1. PRINTING AGREEMENT
		1. The Employer shall prepare the final form of this agreement for approval of the parties prior to printing. The Employer shall assume responsibility for the printing and distributing to all bargaining unit members and the Union, and distribution of the agreed to number of sufficient copies of the agreed upon final form of this agreement. The parties agree to share equally the costs of printing the agreement. The Employer is also responsible for ensuring that members with visual impairments have access to the collective agreement in an appropriate and accessible format.
		2. The Union shall be responsible for translating the collective agreement into French and printing sufficient copies of the translated agreement for its bilingual and Francophone members and the employer. The Employer agrees to bear one-half the cost of translating the agreement to a maximum of $5000. The Employer also agrees to bear one-half the cost of printing and distributing a maximum of 100 copies of the translated agreement.

Where there is any disagreement as to the interpretation of this agreement, the English version shall be binding.

**ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES**

* 1. The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of ~~three~~ five representatives from each party, inclusive of CUPE 3903 staff representatives and Employer Office of Labour Relations representatives. Each party shall inform the other of the names of the ~~three~~ five representatives prior to the first Labour/Management committee meeting of the contract year.
	2. The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. However, neither the Employer nor the Union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint Co-Chair, and the two persons so designated shall alternate in presiding over meetings. Either Coco-Chair may call meetings on at least two weeks’ notice to the other members of the Committee.
	3. As appropriate, the parties may invite the union and employer representatives on the Security Advisory Council to attend a Labour/Management Committee meeting to address any security issues on the agenda. ~~In addition to each party’s three representatives, either party may have other persons who are regularly engaged in labour management activity attend the meeting with advance notice to the other party.~~ As appropriate, either party may also propose to the other that guests with relevant knowledge or expertise attend to speak to specific agenda items with advance notice to the other party.

…

**5.0.3.4 Use and Reporting of Data**

(1) The following data establishes the foundation which the parties will rely on for decision-making in support of the mandate set out at Article 5.0.3.1(c):

* + - 1. External Availability Data.
			2. Internal Self-identification Representation Datafor the most recent consecutive three contract years for which the data is available as of the November 1 preceding the contract year for which appointment decisions will be made.
			3. Internal Self-identification Representation Data available as of November 1 each year correlated with employment-related information, including number of positions held, position type, and salaries, per Article 5.03.1(ed).
			4. Applicant Self-Identification Data pertaining to the appointment and selection procedures, or programs listed by Article number in (i-iii) below, which serves as the sole source of equity data for individual applicants in regard to these appointment and selection procedures or programs:
				1. Article 12.04.1
				2. Article 12.04.2
				3. Article 23 Affirmative Action

(2) The Employer will annually report on equity data as follows:

(a) By December 1 each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-identification Representation Data broken down by department and faculty for the most recent consecutive three contract years for which the data is available as of the immediately preceding November 1, per Article 5.03.4(1)(b), and (c) and (d) ~~(a)(ii)~~. Internal Self-Representation Data will be provided for individual academic units with 10 or more contract faculty members over the reporting period. For academic units with fewer than 10 contract faculty over the reporting period, the University will provide confirmation of whether that unit is below or has met the equity goal of fair representation for Equity Groups. Subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, for academic units with fewer than 10 contract faculty over the reporting period, Self-Representation Data will be provided for the Faculty as a whole, which serves as the basis for determining underrepresentation in these units per Article 5.04.4 5.03.5 (b) below.

(b) By December 1 of each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-Representation data including intersectionality totals of up to two Equity Groups correlated with information including number of positions held, position type, and salaries (by dollar range) available as of the immediately preceding November 1, per Article 5.03.1(ed).

(c) Internal Self-identification Representation Data, as defined at Article 5.03.4(1)(b) and (c), will show the total number of employees who completed a self-identification survey or applicant self-identification form, as well as the total number of employees in the bargaining unit. For the purposes of the collective agreement, Internal Self-identification Representation will be determined using the number of employees who have completed a self-identification survey or applicant self-identification form.

* + 1. **Underrepresentation**
1. Representation Thresholds

Unless otherwise agreed upon and, in order not to interfere with the Employer’s FCP obligations, where the representation percentages are not lower than those for the FCP Equity Groups in the External Availability Datafor Canada as a whole, underrepresentation shall be understood to mean fewer a lower percentage of employees who identify as belonging to one or more of the Employment Equity Groups than is accounted for by the External Availability Datafor Toronto. and the External Availability Data for Canada as a whole, whichever is higher. Since there is no External Availability Data for persons with disabilities, the parties will refer to the Statistics Canada Employment Equity Occupational Group ‘Professionals’ data for persons with disabilities.

 …

 Persons with Disabilities: 8.9% \*as of November 2023

Representation data for persons with disabilities is not available either for Toronto or nationally.

…

**Letter of Understanding – Representation Thresholds**

In the event that Statistics Canada releases External Availability Data during the life of the collective agreement, the Employer will provide such data to the Employment Equity Committee at its first meeting after the release of such data by Statistics Canada**.**  and The parties willrely on the updated External Availability Data for it will form the basis ofthe representation thresholds set out in Article 5.03.5 for subsequent appointment exercises. For clarity, the EEC may have regard to the updated External Availability Data as it determines appropriate to fulfilling its mandate in Article 5.03.1.

**ARTICLE 10 – POSITIONS AND RATES OF PAY**

10.02 WORKLOAD

**…**

10.02.4 Since the course supervisor is primarily responsible for assigning reasonable duties and responsibilities, allocating sufficient hours, and ensuring that the assigned duties and responsibilities of the assistantship can be completed within the time allocated:

(i) As soon as possible after the start of the appointment, and, normally, no later than the end of September, the course supervisor shall assign and discuss the duties and responsibilities and the reasonable pacing of the work assigned, including provide to the teaching assistant important course dates (such as assignment due dates and dates of tests and exams) which correspond to centralized administrative deadlines (such as the final date for submitting grades), taking into consideration the normal sessional fluctuation and patterns of work, of the appointment, in as much detail as practicable, with the teaching assistant. This discussion, including the allocation of time for the various duties and responsibilities, shall be confirmed in writing to the teaching assistant by the course supervisor with a copy to the hiring unit Chair and to the union within fourteen (14) calendar days of the meeting. This written confirmation shall hereafter be referred to as the Workload Form.

**…**

10.04.4 DEFINITIONS

…

“TUTOR 3” shall be defined as an individual who marks and grades students’ submitted work, and who may perform duties related ~~duties~~ to that marking/grading such as consultation with students and invigilation, but who is not assigned principal responsibility for the design and/or presentation of a course or for the conduct of tutorial groups and is not the primary point of contact for students. Refer to Article 16.05.1, 16.05.2, and 16.05.3 for the triggers for marker/grader assistance.

…

10.09 VACATION PAY

All members of the bargaining unit shall be entitled to an additional percentage of their salary as vacation pay. For those employees who have less than five years of cumulative service, vacation pay shall be 4%. For those who have five or more cumulative years of service vacation pay shall be 6%. Vacation pay shall be calculated, identified separately, and included as part of an employee’s regular monthly salary payment unless the employee requests in writing at the time they are appointed that their vacation pay be included in the last regular monthly salary payment.

**ARTICLE 12 – APPOINTMENTS**

* + 1. The employer will provide the applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive CUPE 3903 applications. If the application is delivered by the applicant, the receipt will be returned immediately and by hand or electronically to the applicant. If the application is delivered by mail, the receipt will be returned by mail to the applicant’s home address, provided the applicant supplies the hiring unit with a self-addressed, stamped envelope.

…

* 1. WRITTEN OFFER OF APPOINTMENT
		1. Appointments shall be made in writing by a letter or letters, similar to the “Offer of Appointment” form contained in Appendix B. The employer shall send the appointee two copies of the “Offer of Appointment.” If the appointee accepts the offer, one copy shall be signed and returned they shall sign and return it to the hiring unit, and the other willbe retained by the appointee. A Revenue Canada TD1 form shall be included with the first “Offer of Appointment” sent to an employee for each academic session.

# APPOINTMENT INFORMATION

 If a candidate for a position grieves a decision not to appoint or recommend them for that position, or the union grieves or queries an appointment or recommended appointment, the employer shall provide the union with the name of the appointee, a copy of their curriculum vitae, a copy of their application, their work history, and any other non-confidential information that was the basis of the appointment or recommended appointment. The Employer will respond to the query within ten calendar days of the receipt of the query.

**ARTICLE 15 – GENERAL**

15.16 PROFESSIONAL DEVELOPMENT FUND

 The Employer agrees to contribute to the Professional Development Fund as follows: $138,370 effective September 1, 2020, $139,754 effective September 1, 2021, and $141,152 effective September 1, 2022.

 $142,564 Effective September 1, 2023,

 $143,989 Effective September 1, 2024,

 $145,430 Effective September 1, 2025, and each September 1 thereafter.

 …

* 1. EQUITY FUND

In 2005-2006 a new Equity Fund will be established. In each year of the collective agreement $10,000 will be allocated to this Fund to be used as matching funds for a CUPE 3903 Employment Equity Officer. The allocation to this fund will be $10,100$10,406 effective September 1, 20202023, $10,201 $10,510 effective September 1, 2021 2024, and $10,303 $10,615 effective September 1, 2022 2025. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

* 1. FUND PROTECTION

There will be no diminution in the per employee amount in the funds listed below during the term of this collective agreement as a result of an increase in the number of employees in the bargaining unit as at October 1, 20230 and October 1, 20241 and October 1, 20252. Growth in the number of employees will be measured on the basis of a two year collective agreement lag using October 1st as the date. For the 2020-2023 2023-2026 collective agreement, growth in the number of employees will therefore be measured on the basis of the number of employees as of October 1, 2014. In the case of the funds below where such is indicated, the basis on which growth in the number of employees will be measured is the growth in the number of employees who are eligible to use the funds.

**ARTICLE 17 – LEAVES**

17.06 PAID PREGNANCY MATERNITY LEAVE

Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a pregnant female employee shall be entitled to paid pregnancy maternity leave of up to seventeen thirty-fifths of the period of their Appointment Contract(s). Requests for Pregnancy Maternity Leave will be made as soon as practicable and normally no later than one month before the intended start-date of the leave.

…

17.09 CARE-GIVER UNPAID PARENTALLEAVE – TIME OFF

Upon written request, the pregnant employeenatural mother shall be entitled to an unpaid parentalleave of up to sixty-one thirty-five weeks in time off, in addition to theincluding thepaid portion of leave specified in Article 17.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to sixty-three twenty weeks in time off, including the paid portion of leave specified in Articles 17.07 and 17.08.

17.10 SUPPLEMENTAL BENEFITS

The employer shall maintain a “Supplemental Unemployment Benefits Plan” pursuant to the Employment Insurance Act and - 56 - Regulations in regard to pregnancymaternity, parental and adoption leave. The employer shall make amendments as appropriate to ensure that the Plan provides the maximum permissible benefits in conjunction with Articles 17.06, 17.07 or 17.08.

# **ARTICLE 19 – DURATION AND MODIFICATION OF AGREEMENT**

19.01This agreement shall continue in force and effect from the date of ratification to 31 August 2023 2026 and shall be renewed automatically thereafter for periods of one year each unless either party notifies the other in writing within the period of ninety days before the agreement ceases to operate that it desires to amend or terminate this agreement. Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed or the right to strike or lockout accrues, whichever first occurs.

# **LETTERS OF INTENT**

1. It is agreed that, if the employer publishes a posting circular indicating the positions in Unit 1, clearly identified as such, and identifying, to the extent possible, the course, the classification and reasonable qualifications of the position, the salary, the projected class enrolment (where relevant) and the application deadline, and copies of the circular are posted on bulletin boards electronically by the hiring unit, corresponding hiring units and all relevant Graduate Programs within the University (and a copy is forwarded to the union), the provisions of Article 11 shall be deemed satisfied in respect to those positions included in the circular.

**Schedule “D” to Memorandum of Settlement for A Renewal Collective Agreement**

**Other non-monetary items**

1. Article 4 – Employer Counter Proposal – March 24, 2024
2. Article 6 – Employer Counter Proposal – March 24, 2024 1:30PM
3. Article 7
4. Article 8 – Employer Counter Proposal – March 24, 2024 12:15PM
5. Article 10.01.3
6. Article 10.12 – Employer Counter Proposal – March 24, 2024 5:30PM
7. Article 12.02.2
8. Article 12.02.3
9. Article 12.07.3 – Employer Counter Proposal – March 24, 2024
10. Article 13
11. Article 15.01.3 - Employer Counter Proposal – March 24, 2024 12:15PM
12. Article 15.10
13. Article 15.13.2
14. Article 17
15. Article 20
16. LOA – Discussion regarding Workplace Accommodation
17. Letter of Understanding – Paid Adoption Leave
18. Letter of Agreement – Academic Extensions\*

\*As part of collective bargaining the following grievances have been withdrawn by CUPE 3903 Unit 1 on a without prejudice basis:

Policy grievance July 27, 2021 in relation to the parties agreement with respect to collective agreement language at the Letter of Agreement – Academic Extensions.

1. Appendix B
2. Letter to CUPE 3903

Employer Proposals Withdrawn – March 24, 2024

1. Article 6.01 (i-iii)
2. Article 11.01.5
3. Article 12.10
4. Article 8.08.1 – March 24, 2024 12:15PM
5. Article 12.08.1-12.08.3 – March 24, 2024 12:15PM
6. Article 15.01.3 – “as appropriate" – March 24, 2024 12:15PM
7. Article 12.03.2 – March, 2024 5:30PM

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Yellow highlights indicate new Employer counter proposals as of February 21, 2024.

Green highlights indicate Employer and Union agreed upon language as of February 21, 2024.

Blue highlights indicate specific language still not resolved.

**ARTICLE 4 – DISCRIMINATION AND HARASSMENT – Employer Counter Proposal March 24, 2024.**

* 1. DISCRIMINATION

The employer and the union agree that there shall be no discrimination, interference, restriction, harassment or coercion, including no mandatory blood or urine tests, including but not limited to as these relate to Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illness, AIDS-Related-Complex, or positive immune deficiency test, and including no genetic screening for specific medical disabilities or for pregnancy, exercised or practiced with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this agreement by reason of race, creed, colour, age, sex, marital status, parental status, number of dependents, nationality, citizenship (subject to the provisions of the Ontario Human Rights Code concerning citizenship), ancestry, place of origin, native language (subject to Article 12.01.7), disability or disabilities (subject to Article 12.01.7), Acquired Immune Deficiency Syndrome (AIDS), or AIDS related illness, or AIDS-Related-Complex, or positive immune deficiency test (virus HIV) (subject to Article 12.01.7), political or religious affiliations or orientations, Academic affiliations or orientations (subject to the exercise of academic freedom as set out in Article 14.01), record of offences (except where such a record is a reasonable and bona fide ground for discrimination because of the nature of the employment), sexual orientation, transsexual transition status, gender expression, and gender identity, nor by reason of their membership or non-membership or lawful activity or lack of activity in the union, or the exercise of any of the rights under this agreement.

The employer undertakes that no York University student who is or has been employed in Unit 1 shall be penalized in their student status for the exercise of any of their rights under this collective agreement or by reason of their membership or non-membership or lawful activity or lack of activity in the union.

## The Employer will provide reasonable accommodations as required for persons with disabilities. Proposed Accommodated Work Accommodation Plans will normally be implemented within thirty (30) days following the provision of all necessary medical documentation and developed with the participation of the employee with the goal of addressing the barriers, restrictions and/or limitations to the employee’s performance of the essential duties of their position.

* 1. HARASSMENT

The union and the employer recognize the right of employees to work in an environment free from harassment and undertake to take all reasonable and appropriate actions to foster such an environment. Harassment in the work place includes, but is not limited to, threats or a pattern of aggression, insulting or demeaning behaviour by a person in the workplace, where the person knows or reasonably ought to know that their behaviour is likely to create an intimidating or hostile workplace environment.

* 1. SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT
		1. The union and the employer recognize the right of employees to work in an environment free from sexual, gender and gender identity harassment, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that sexual, gender and gender identity harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in their student status or employment status as result of suffering work-related sexual, gender or gender identity harassment. In keeping with this objective the parties agree:
			1. to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion;
			2. to co-operate with Centre for Human Rights, Equity and Inclusion in the development of educational programs for CUPE 3903 members and contract administrators;
			3. to follow the procedures set forth in Article 4.03.4 respecting the separation of parties to a sexual and/or gender harassment dispute.

 The employer further agrees:

1. to continue to sponsor educational programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community.
2. to provide sexual violence awareness and prevention training through the Centre for Sexual Violence Response, Support and Education, with such training to be paid for in accordance with Article 10.02.2(ii); and
3. to discipline, where appropriate, an employee- harasser respondent pursuant to the provisions of Article 8.
	* 1. Sexual Harassment shall be defined as:
			+ 1. unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
				2. clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
				3. clearly expressed or implied threat of reprisal, actual reprisal, or the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance; and/or
				4. sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work and/or study.
		2. Gender Harassment shall be defined as repeated, offensive comments and/or actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) or a group and/or cause personal humiliation, on the basis of sexual orientation, gender or gender identity.
		3. On receipt of a complaint of sexual and/or gender harassment from or against an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow the University *Human Rights Policy and Procedures* (the “Procedures”), to address the complaint <https://www.yorku.ca/secretariat/policies/policies/human-rights-policy-and-procedures/>, subject to the provisions of the Collective Agreement.

On a semi-annual basis the Employer will provide the union with a report of the number of members who have made complaints of sexual and/or gender harassment.

Decisions with respect to any remediation shall not be grievable except:

1. the complainant-employee may grieve a decision not to separate the parties;
2. the complainant-employee or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.

Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the decision by the employee.

* + 1. Separation of Complainant and Alleged Harasser Respondent

The parties agree that some circumstances involving allegations of discrimination or harassment warrant separation of the complainant and alleged harasser respondent.:

Decisions with respect to any remediation shall not be grievable except:

* + - 1. the complainant-employee, may grieve a decision not to separate the parties;
			2. the complainant-employee, whether complainant or respondent, or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties, they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.
		1. Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the Employer’s decision by the employee.

When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Director from the York University Centre for Human Rights (the Centre).

The employer shall not use information provided by a complainant- employee respecting sexual and/or gender harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.

* + 1. Grievance Rights as per Article 6

Except as expressly limited in Article 4.03 above, Article 4.03 is not intended to extinguish the right to grieve as per Article 6 of the Collective Agreement. A grievance arising from the administration of Article 4.03 shall be initiated directly at Step Two of the grievance process.

* + 1. Reprisal

No person employee shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.

* + 1. Separation of Complainant and Alleged Harasser

The parties agree that some circumstances involving allegations of discrimination or harassment warrant separation of the complainant and alleged harasser:

* + 1. The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. Such an investigation will proceed under the University’s Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.
		2. Informal Resolution

If the grievor requests an informal resolution the following steps will be taken:

1. The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor and the respondent are members and representatives of the Employer.
2. At any point in the process, the grievor may request mediation or a formal investigation.
	* 1. Mediation

If the grievor requests mediation, the following steps will be taken:

1. The Employer will ascertain if the respondent would be willing to participate in a mediation process.
2. If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.
3. The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and representatives of the Employer.
4. The outcome of the mediation will result in one of the following:
	1. No resolution is reached and the grievor decides to withdraw the grievance and take no further action.
	2. A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
	3. No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.
		1. Grievance Response and Redress

Within fourteen (14) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:

* + - 1. Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
			2. What redress shall be awarded or continued.
		1. Reprisal

No person shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.

* 1. RACIAL AND ETHNIC HARASSMENT
		1. The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language (subject to Article 12.01.7), race, colour, ethnicity, ancestry, place of origin, nationality, and/or religion, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial and ethnic harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in their student status or employment status as a result of suffering work- related racial or ethnic harassment.

 In keeping with this objective, the parties agree:

1. to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion.
2. to co-operate with the Centre for Human Rights, Equity and Inclusion in the development of educational programs for CUPE 3903 members and contract administrators;
3. to follow the procedures set forth in this article respecting the resolution of a racial/ethnic harassment dispute.

The employer further agrees:

1. to initiate and support educational and research programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community; and
2. to discipline, where appropriate, an employee-harasser respondent pursuant to the provisions of Article 8.
	* 1. Racial/ethnic harassment shall be defined as:
			1. offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or
			2. offensive physical gestures or abuse; and/or
			3. consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
			4. continued differential treatment in the assignment of duties or responsibilities (subject to Article 12.01.7); and/or
			5. any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to an individual and/or group(s) on the basis of native language (subject to Article 12.01.7), race, colour, ethnicity, ancestry, nationality, place of origin, and/or religion by a person(s) who knows or ought reasonably to know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.
		2. On receipt of a complaint of racism and/or ethnic harassment from or against an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow the University *Human Rights Policy and Procedures* (the “Procedures”), to address the complaint <https://www.yorku.ca/secretariat/policies/policies/human-rights-policy-and-procedures/>, subject to the provisions of the Collective Agreement.

On a semi-annual basis the Employer will provide the union with a report of the number of members who have made complaints of racism and/or ethnic harassment.

Decisions with respect to any remediation shall not be grievable except:

1. the complainant-employee may grieve a decision not to separate the parties;
2. the complainant-employee or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.
	* 1. Separation of Complainant and Alleged HarasserRespondent

The parties agree that some circumstances involving allegations of discrimination or harassment shall warrant separation of the complainant and alleged harasser respondent.

* + 1. Decisions with respect to any remediation shall not be grievable except:
			1. the complainant-employee may grieve a decision not to separate the parties;
			2. the complainant-employee, whether complainant or respondent or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties, they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.

4.04.6 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the Employer’s decision by the employee.

* + 1. Grievance Rights as per Article 6

Except as expressly limited in Article 4.04 above, Article 4.04 is not intended to extinguish the right to grieve as per Article 6 of the Collective Agreement. A grievance arising from the administration of Article 4.04 shall be initiated directly at Step Two of the grievance process.

* + 1. Reprisal

No person employee shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.

* + 1. When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Executive Director from the York University Centre for Human Rights, Equity and Inclusion (the Centre).

The employer shall not use information provided by a complainant employee respecting Racial/Ethnic Harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.

* + 1. Separation of Complainant and Alleged Harasser

The parties agree that some circumstances involving allegations of discrimination or harassment shall warrant separation of the complainant and alleged harasser.

* + 1. The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. Such an investigation will proceed under the University’s Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.
		2. Informal Resolution

If the grievor requests an informal resolution the following steps will be taken:

1. The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor and the respondent are members and representatives of the Employer.
2. At any point in the process, the grievor may request mediation or a formal investigation.
	* 1. Mediation

If the grievor requests mediation, the following steps will be taken:

1. The Employer will ascertain if the respondent would be willing to participate in a mediation process.
2. If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.
3. The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and representatives of the Employer.
4. The outcome of the mediation will result in one of the following:
	1. No resolution is reached and the grievor decides to withdraw the grievance and take no further action.
	2. A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
	3. No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.
		1. Grievance Response and Redress

Within fourteen (14) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:

* + - 1. Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
			2. What redress shall be awarded or continued.
		1. Reprisal

No person shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.

…

**ARTICLE 6 – GRIEVANCE PROCEDURE – New Employer Counter Proposal – March 24, 2024 1:30PM**

6.01 (i) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement. In the conduct of grievances, the employer parties shall act reasonably, non-discriminatorily and in good faith.

1. A grievance shall be received within twenty-eight fourteen calendar days after the grieving party(ies) employee(s), or in the case of a policy grievance or union grievance as defined below, the union, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.
2. Notwithstanding (ii), and subject to Article 12.14, where the Union queries an appointment or recommended appointment pursuant to Article 12.18 of the Unit 2 collective agreement, a grievance respecting that appointment or recommended appointment shall be considered if it is received within seventeen fourteen calendar days of the date of the employer’s response to the query, provided that the query is initiated within twenty-eightfourteen calendar days after the date of the “Notice of Recommended Appointment.” The Employer will respond to the query within ten calendar days of the receipt of the query.
	1. The employer acknowledges the rights and duties of the union officers and stewards to assist employees in preparing and presenting a grievance. The union may form a Grievance Committee for this purpose.

6.03 INFORMAL RESOLUTION STEP ONE: If an employee believes they may have a grievance, they may first submit a grievance to and discuss the matter with their Chair or equivalent, accompanied by their steward or Union representative if they so wish. The Chair shall give their reply in writing within ten calendar days of receiving the grievance. their immediate supervisor, accompanied by their steward if they so wish. The supervisor shall give their reply in writing within five calendar days.

6.04 STEP ONETWO: If the grievance matter is not resolved through informal resolution at Step One, or where Step One is not exercised, it shall be set forth in writing as a grievance, be signed by the grievor and a union representative and given to their Chair or equivalent within fourteen the twenty-eight calendar day period stated at Article 6.01 (ii) and (iii). At this point, the written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Chair or equivalent shall convene a meeting to discuss the grievance within ten calendar days of the receipt of the grievance and shall give their reply, in writing, within ten calendar days of that meeting.

* 1. STEP TWO THREE: If the grievance is not resolved at Step One Two, the Grievance Committee shall submit the grievance to the Dean of the faculty in question within seventeen calendar days of the date of the Step Two reply. the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate within seventeen calendar days of the date of the Step One reply. The Dean or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance and shall give their reply, in writing, within ten twenty-one calendar days after that meeting.
	2. STEP FOUR: If the grievance is not resolved at Step Three, the Grievance Committee shall submit the grievance to the Executive Director, Faculty Relations within seventeen calendar days of the date of the Step Three reply. The Executive Director, Faculty Relations or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of receipt of the grievance and shall give their reply, in writing, within twenty-one calendar days of that meeting.
	3. If the grievance is not settled at Step Four Step Two, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the Office of the Executive Director, Faculty Relations or designate within twenty-eight calendar days after receipt of the employer’s written reply as required in Step Two Four. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator or Arbitration Board.
	4. Subject to Article 6.146.13, the parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If at any Step Steps Two and Three, the Employer’s representative fails to give their written answer within the required time limit, the union and the employee may file the grievance at the next Step at the expiration of such time limit. If the employee or the Union fails to follow the Grievance Procedure in accordance with the required steps, time limits and conditions the grievance shall be deemed withdrawn.
	5. GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step Two One if the employees are all employed within a single hiring unit, or at Step Three Two if employed in different hiring units, subject to the time limits set out in 6.01 above. or at Step Four if employed in different faculties.
	6. POLICY GRIEVANCE: A policy grievance, defined as involving question of general application or interpretation of this agreement, may will be initiated by the union at Step Three or Step Four, as appropriate Two, subject to the time limits set out in 6.01 above.
	7. UNION-INITIATED GRIEVANCE: The union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the union, and to seek adjustment with the employer in the manner provided for in this article. Such grievances may be initiated at Step Three Two, subject to the time limits set out in 6.01 above.
	8. If one party the union notifies the other employer in writing of an alleged violation of the collective agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Such notification shall include a detailed statement of the matter in dispute and the specific provision(s) or interpretation of the agreement that allegedly have been violated.
	9. The withdrawal of a grievance by either party or at either any Step shall be without prejudice to grievances on similar matters if the party being grieved employer receives written notification of this decision from the grieving party union. Settlements by the parties Employer of matters at the informal resolution stage or of grievances at Steps One and Two shall not prejudice the position of the employer or the union with respect to other grievances.
	10. Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.
	11. In exceptional circumstances, the union may apply to the Office of the Executive Director, Faculty Relations for expedited processing of a grievance. The Office of the Executive Director, Faculty Relations or designate shall respond to this application within seven calendar days. When it is agreed that circumstances warrant it, the parties can agree to commence the grievance procedure at Step Two Four. Time limits set out in Article 6.01 above apply after the union has received the response from the Office of the Executive Director, Faculty Relations.
	12. On application by the union, grievances alleging violations of Article 2.03, 4.01, 4.02, 4.03, 14.01 and grievances submitted pursuant to Article 10.02.6 (iii) in the Unit 1 collective agreement, shall be processed according to the expedited grievance procedure specified in this article.
	13. The parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the grievance(s) shall only be made available on a need to know basis. The parties further agree that a publication of a summary of the grievance(s) in a union newsletter shall not violate the principle of confidentiality.
	14. No bargaining unit member in a supervisory capacity will be required to hear or attend the grievance hearings of another employee. The member in the supervisory capacity shall suffer no penalty in their employment or academic standing for exercising their rights under this article. In no way does this provision relieve the bargaining unit member of any other supervisory duties and responsibilities.
	15. A grievor has the right to attend their grievance hearing at any step after Informal Resolution Step One and not face their supervisor directly in such a hearing.
	16. It is understood by the parties that, in the case of a successful or settled grievance, where the individual does not receive the agreed upon compensation within thirty days of the sign-off date, said payment will begin to accrue interest at the annualized rate which the University is receiving for its short-term investments at that time. The interest payment will be pro-rated.
	17. Grievances concerning harassment, discrimination, or disability may be initiated at Step Two Four.

**ARTICLE 7 – ARBITRATION – New Employer Counter Proposal – Feb 07, 2024**

* 1. If the union so wishes, gGrievances shall be heard by a single Arbitrator. or by a three person Arbitration Board. If a single Arbitrator is requested by the union, The union shall, The Party advancing a grievance to arbitration shall in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The employer other Party shall respond within ten working days, either agreeing to the union’s proposed single Arbitrator or suggesting alternative Arbitrators. If the employer fails to respond within thirty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union. If the parties cannot agree on an Arbitrator within thirty days, either party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.
	2. The union’s request for a Board of Arbitration shall name that party’s appointee to the Board of Arbitration. Upon receipt of the notice, the employer shall, within forty-five days, advise the union of the name of its appointee to the Board of Arbitration. If the employer fails to respond within forty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union.
	3. The appointees to the Board of Arbitration shall then meet to decide upon the selection of the Chair of the Board. If the parties cannot agree upon the selection of the Chair within twenty-one days, either party may request the Minister of Labour for the Province of Ontario to appoint an impartial third member as Chair.
	4. Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of the Chair or single Arbitrator, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the parties. The parties agree to use University facilities at no cost wherever possible.
	5. The Board of Arbitration or single Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the parties have expressly agreed, in writing, to give it or their specific authority to do so or to make an award which has such effect.
	6. Notwithstanding Articles 6.08 and 6.14 6.07 and 6.13, both parties agree that if an Arbitrator determines that the union has shown reasonable cause for a violation of time limits, the Arbitrator may hear the grievance.
	7. The Arbitration Board or single Arbitrator shall have the authority to fashion a remedy appropriate in the circumstances to resolve the grievance regardless of the form in which the grievance was filed.
	8. Should the parties disagree as to the meaning of the Board’s decision, either party may apply to the Chair of the Board of Arbitration or single Arbitrator to reconvene to clarify the decision, which they shall do within five days.
	9. Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.

[Unit 1]

There is no Article 7.10 in Unit 3. ]

7.08 The parties agree that an Board of Arbitration or single Arbitrator shall have the authority to resolve any matter referred pursuant to Article 10.04.210.04.4.

[Unit 2]

7.08 The parties agree that an Board of Arbitration or single Arbitrator shall have the authority to resolve any matter referred pursuant to Article 10.04.2.

[Unit 3]

*There is no Article 7.08 in Unit 3.*

**ARTICLE 8 – DISCIPLINE – Employer withdraws proposal at 8.08.1 – March 24, 2024 12:15PM**

* + 1. JUST CAUSE

The employer shall not discipline, suspend or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the employer.

* + 1. The employer agrees that an employee shall not be disciplined solely for failure to perform their duties because they are arrested and/or incarcerated provided that the employee notifies their supervisor of the arrest and/or incarceration and the expected duration thereof as soon as possible. Further, it is understood that loss of salary for failure to perform scheduled duties shall not constitute discipline in the context of this article.
		2. PROGRESSIVE DISCIPLINE

The employer accepts and gives effect to the concept of progressive discipline by adopting the procedures set forth below.

* + 1. The employer may impose discipline only in accordance with the provisions of this article, and any discipline imposed which does not accord with this article shall be null and void.
		2. CONFIDENTIALITY

The fact and substance of disciplinary investigations shall be treated as confidential by the employer and the union. It is a violation of confidentiality for the employer to disclose the fact and/or substance of a disciplinary investigation to people being interviewed as part of that investigation. It is no violation of confidentiality to divulge pertinent information to those necessarily involved in the investigation and the processing of the complaint.

* + 1. Subject to 8.03.3:

STEP ONE: NOTICE OF MEETING

* + - 1. Prior to any consideration of discipline, the Chair/Director, or Dean, or designate who has received a Formal Complaint under the University’s Procedures for Dealing With Complaints of Harassment or Discrimination, or a complaint concerning the professional performance and/or conduct of an employee which is inappropriate to the employment relationship, including sexual and/or gender or racial and/or ethnic harassment, shall, within twenty-one calendar days of receiving the complaint, notify the employee and the union and schedule a meeting to discuss the subject matter of the complaint informally. (Where there has been a Formal Complaint under the University’s Procedures for Dealing With Complaints of Harassment or Discrimination, it is understood that an investigation into such a complaint can require a longer process. It is agreed that any such investigation shall be conducted as expeditiously as possible so as to be completed within 90 calendar days of the initial Step One Meeting, or such longer time as the parties may mutually agree.) Such Notice of Meeting shall be in writing using a letter or letters similar to the form contained in Appendix C and shall contain a brief but clear statement of the allegations which form the basis of the complaint, of the employee’s right to union representation at the meeting, as well as the time, place and date of the meeting, and shall inform the employee that they may request an alternative meeting time.
			2. If the complaint is not dismissed or otherwise resolved as a result of the meeting referred to in 8.03.1(i), or where the employee waives explicitly, or implicitly by not attending, their opportunity for such meeting, and the Chair/Director, Dean, Director or designate determines that further action is warranted, they shall do one of the following:
				1. where the employee concerned is within two years of the start date of their first appointment in Unit 2, establish a Competence and Ability Review Period (CARP) subject to Article 12.09.2 of the Unit 2 collective agreement;
				2. initiate a formal evaluation pursuant to Article 13;
				3. send a Letter of Warning to the employee.

NOTE: If an employee, who by not attending implicitly waives their opportunity for such meeting, notifies the Chair/Director, Dean, Director or designate as soon as possible of reasonable cause for non-attendance, the action per (a), (b), or (c) shall not apply unless and until the opportunity for a second meeting is provided.

* + - 1. The decision to establish a CARP or to initiate a formal evaluation (per (a) or (b) above) shall be communicated in writing to the employee within fourteen (14) calendar days of the meeting date or the date scheduled for the meeting. Where a letter respecting establishment of a CARP or initiation of a formal evaluation is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of the Director, Faculty Relations the Assistant Vice-President (HR&ER) shall be the only parties to receive a copy.
			2. The decision to establish a CARP or to initiate a formal evaluation (taken per (a) or (b) above) shall not be construed as discipline and shall not form part of the employee’s disciplinary record, and cannot be used against an employee in any decision made with respect to their present or future employment, other than as specified in Article 8.03.1(i) and Article 8.03.4.
		1. STEP TWO: LETTER OF WARNING
			1. The decision to send a Letter of Warning (per 8.03.1(ii)(c) above) shall be communicated in writing to the employee within fourteen (14) calendar days of the meeting date or the date scheduled for the meeting. Where a Letter of Warning is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of the Executive Director, Faculty Relations shall be the only parties to receive a copy.
			2. The Letter of Warning shall state that discipline may be considered, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the Letter of Warning complaint and/or, where the complaint concerns the standard of the employee’s work, if the employee fails to bring their work up to a reasonable standard by a given date. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.
			3. The decision to send a Letter of Warning [taken per 8.03.1(ii)(c)] shall not be construed as discipline and shall not form part of the employee’s disciplinary record, and cannot be used against an employee in any decision made with respect to their present or future employment, other than as specified in Article 8.03.1(i) and Article 8.03.4.
		2. Notwithstanding 8.02.1, 8.03.1 and 8.03.2, it is understood that the employer retains the right, in exceptional circumstances, to discipline an employee for just cause without having first issued such a Letter of Warning written warning, subject to Articles 6 and 7 and to the procedures outlined below.
		3. It is further understood that the employer is not precluded by this article from relying on and introducing as evidence at any stage of the grievance and arbitration procedure the employee’s previous disciplinary record. Any relevant warnings previously issued can only be introduced as evidence that the employee has received Notice as specified in 8.03.1 (ii).
		4. STEP THREE: DISCIPLINE MEETING

Prior to imposing discipline, and within fourteen days of becoming aware of circumstances which, in their opinion, provide prima facie grounds for disciplinary action, the Dean or their designate shall notify the employee and the union in writing of the time and place of a meeting to discuss the matter and shall advise the employee of their right to union representation. Such notice shall contain sufficient information and details of the complaint to enable the employee to make adequate response to the allegations.

* + 1. NOTIFICATION OF ACTION

The Dean or designate:

* + - 1. shall within fourteen days of such meeting advise the employee in writing, with a copy to the union, of their decision, and shall include the reasons for such decision if disciplinary action is to be taken;
			2. shall, where the discharge or the suspension without pay of the employee is being considered, delay the imposition of discipline for seven calendar days (pro-rated for the sessions other than fall/winter, but not fewer than three working days), on request from the union and/or the employee.
	1. It is agreed that the employer has the right in exceptional circumstances to suspend an employee during the period of its consideration of the matter, including the delay in 8.04.2 (ii), and prior to the imposition of any other discipline. In all such cases the suspensions shall be with pay.
	2. Notwithstanding 8.03.4, any discipline or warning shall not be used against an employee after a period of twenty-four months from the date of the warning or discipline.
	3. If the employee wishes to grieve their discipline, when the disciplinary action is not a discharge, the grievance may be initiated at Step Three. If an employee they wishes to grieve their discipline or discharge, it may shall be initiated directly at Step Four Two. In either case, the grievance shall be presented within fourteen calendar days of the date of the letter provided for in 8.04.2 (i).
	4. Any of the time allowances set out in this article may be extended if mutually agreed to in writing by the employer and the union. Such agreement shall not be unreasonably withheld by either party.
		1. (i) No bargaining unit member in a supervisory capacity will invoke the disciplinary provisions of this collective agreement on any other bargaining unit member employee. The member in a supervisory capacity shall refer all complaints in which discipline may be indicated warranted to their immediate supervisor (e.g., the Chair). The employer retains the right to interview the member prior to proceeding further.
1. No bargaining unit member in a supervisory capacity shall be required to attend pre-disciplinary (per 8.03.1) or disciplinary (per 8.04.1) hearings.
2. No bargaining unit member in a supervisory capacity shall be held responsible for the act or omission that is the subject of a complaint or discipline, or any consequences deriving there from, of any other employee. This in no way relieves the bargaining unit member of any of their supervisory duties and responsibilities.
3. No bargaining unit member in a supervisory capacity shall suffer any penalty in their employment or academic standing for exercising their rights under this article.

**ARTICLE 10 – POSITIONS AND RATES OF PAY – Employer counter Feb 15, 2024**

10.01.3 The employer shall provide the union with a list of the appointees and the courses to which they are appointed by 31 October, 1 March, and 30 June of each year and by similarly reasonable dates in other sessions. Included with the list will be a report on the number of applicants and the number of appointees who self-identified as a member of one or more of the designated employment equity groups, a copy of which will be provided to the CUPE 3903 Equity Officer and the Joint Labour Management Committee.

…

* 1. GRADUATE FINANCIAL ASSISTANCE – **Employer counter proposal – March 24, 2024 5:30PM**

***Graduate Student Employees Paying International Tuition Fees***

Beginning September 1, 2015 in the 2022-2023 contract year, all members of the bargaining unit who are visa students shall receive for each term in which they are registered full time and pay international tuition fees $1,194$1085per term. Effectivethe 2017-18 contract year, this amount will be increased to $1108, in the 2018-19 contract year to $1132, and in the 2019-20 contract year to $1158. In the 2020-2021 contract year this amount will be increased to $1,170; in the 2021-2022 contract year to $1,182 and in the 2022-2023 contract year to $1,194.Beginning September 1, 2015 in the 2022-2023 contact year visa studentsmembers of the bargaining unit in the second year of the priority pool or a later year in the priority pool will receive in each term for which they are registered and pay international tuition fees $1424$1295per term. Effective the 2017-18 contract year, this amount will be increased to $1322, in the 2018-19 contract year to $1351, and in the 2019-20 contract year to $1382. In the 2020-2021 contract year this amount will be increased to $1396; in the 2021-2022 contract year to $1410 and in the 2022-2023 contact year to $1424.

***Graduate Student Employees Paying Domestic Tuition Fees***

Beginning September 1, 2016 in the 2022-2023 contract year all other members of the bargaining unit shall receive for each term in which they are registered full-time and pay domestic tuition fees $715$649 per term. Effective the 2017-18 contract year, this amount will be increased to $663, in the 2018-19 contract year to $678, and in the 2019-20 contract year to $694. In the 2020-2021 contract year this amount will be increased to $701; in the 2021-2022 contract year to $708 an in the 2022-2023 contract year to $715.Beginning September 1, 2016 in the 2022-2023 contract year all other members of the bargaining unit in the second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full-time and pay domestic tuition fees $896$814 per term. Effective the 2017-18 contract year this amount will be increased to $831, in the 2018-19 contract year to $849, and in the 2019-20 contract year to $869. In the contract year this amount will be increased to $878; in the 2021-2022 contract year to $887 and in the 2022-2023 contract year to $896.

Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies shall post the Graduate Financial Assistance monies to a student’s account by no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term.

**ARTICLE 11 – POSTINGS – Employer proposal withdrawn Feb 21, 2024**

11.01.5 Upon application by the The Union may file , the employer shall expedite the processing of any grievances respecting postings at Step Two of the Grievance Procedure. , in accordance with Article 6.15.1.

**ARTICLE 12 – APPOINTMENTS – Employer counter proposal March 24, 2024**

12.02.2 Effective May 1, 2003, an An applicant may be appointed to a maximum of three summer teaching assistantships over their normal priority pool entitlement during their program of study.

…

* 1. PRIORITY POOL – **Employer Proposal withdrawn – March 24, 2024 5:30PM**

…

* + 1. A Ph.D. student whose studies have been impacted by a protected ground under the OHRC *Ontario Human Rights Code* for which they require accommodation and who, as a result, have not completed their academic requirements shall gain one additional year of priority pool entitlement. (See also Article 15.10.) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15.10.

…

* 1. WRITTEN OFFER OF APPOINTMENT

…

* + 1. Candidates must confirm their acceptance of an offer of appointment within fourteen calendar days, at which time the offer will expire. Where a candidate allows an offer of appointment to expire, such a candidate:
1. may be offered an alternative appointment if they provide a reasonable explanation satisfactory to the employer for having an offer of appointment expire. Such appointment shall not be the subject of any grievance; and
2. will not be precluded from applying and being considered for another appointment.

**…**

**Employer withdraws proposal at 12.08.1-12.08.3 – March 24, 2024 12:15PM**

12.08.1 Where an individual has submitted a first petition to the Dean of Graduate Studies through the Graduate Program Director (and copied directly to the Dean) following the appropriate Faculty of Graduate Studies procedure and deadlines to retain full-time status at least three months prior to the commencement of any academic session and they are offered an appointment in that session and the petition is not decided prior to the commencement of the appointment, they shall retain the appointment.

12.08.2 Subject to 12.08.3, Wwhere a full-time graduate student holds a teaching assistantship and loses their full-time status, i.e., fails to maintain continuous registration as a full-time student or successfully petitions for academic leave after the commencement of their appointment and retains their position, they shall retain that position in Unit 1 for the duration of the appointment.

12.08.3 If the reason for the loss of full-time status is incompatible with the employee performing the duties of the teaching assistantship, then the employee shall be placed on an applicable Collective Agreement leave(s) during the teaching assistantship.

**Note: language here in blue is not proposed language for the collective agreement, but is proposed as part of the University’s agreement to the language above at Article 12.08:**

**Regarding the April 20, 2022 Policy Grievance**

The union will withdraw the CUPE 3903 Unit 1 policy grievance of April 20, 2022 regarding Article 12.08.

* 1. **PROFESSIONAL PERFORMANCE AND SERVICE FILE –** **Employer Proposal withdrawn – March 24, 2024**
		1. A professional performance and service file shall be kept for an employee in each hiring unit where they have an appointment.
		2. Only material from this file shall be used as the basis for hiring decisions respecting competence and ability per Article 12.02.1. This file shall contain only materials relevant to the issue of competence and ability, and/or the employee’s professional performance, and shall include, if available, a current curriculum vitae, a current application form, previous Personnel Action Forms, Offer of Appointment forms, evaluations generated under Article 13, and relevant documents generated under Article 8. Where any relevant materials other than those herein identified are added to the file they shall be date stamped, and the employee shall be notified of their inclusion within fourteen (14) days of that date. If such additional material does not lead to discipline under Article 8 or formal evaluation per Article 13, then, after two years of its inclusion in the file, exclusive of leaves, such materials shall be removed from the file at the employee’s request and the employee shall be notified once the materials have been removed. it shall be returned to the employee by registered mail. If it cannot be delivered, upon return to the employer it shall be destroyed. With the exception of student evaluations or summaries of student evaluations, no anonymous material shall be included in the file.

…

**ARTICLE 13 – EVALUATIONS**

* + 1. FORMAL EVALUATIONS

The employer shall undertake formal evaluations of an employee’s performance of the various duties and responsibilities of a position only if one or more of the following conditions is present:

1. an employee request
2. a mutual agreement of hiring unit and employee
3. a recommendation arising from an informal evaluation
4. a decision of Chair/Director, Dean, Director or designate resulting from:
5. an informal evaluation; or
6. the processing of a complaint matter in accordance with Article 8.
	* 1. All formal evaluations of an employee’s performance of the various duties and responsibilities of a position shall:
7. use reasonable methods and criteria of evaluation appropriate to the hiring unit and to the position in question; and
8. be in writing.
	* 1. All formal evaluations must comply with the following procedures.
9. The hiring unit will discuss with the employee the selection of the evaluator. The employee may suggest one or more names for consideration, and the employee’s suggested names will not be unreasonably denied. The evaluator will be someone of the employee’s choice in the hiring unit or another hiring unit at York who is acceptable to the hiring unit.
10. The hiring unit shall inform the employee in writing of the pending evaluation, of the person to conduct the evaluation and of the methods and criteria to be used at least fourteen 14 days (pro-rated for sessions other than fall/winter but not fewer than 3 five working days) in advance of the start of a formal evaluation period.
11. Where there is to be a formal evaluation of classroom teaching, the hiring unit shall give at least 14 fourteen days’ notice (pro-rated for sessions other than fall/winter but not fewer than 3 five working days) of class visitation. (Such notice may be coincident with (ii) above.)
12. Any formal evaluation shall be discussed between the employee and their immediate supervisor, with a union representative present if the employee so wishes, and shall be given to the employee at least three working days before that discussion. The employee shall sign the evaluation to acknowledge the fact that such a discussion took place, and the employee may add their written comments to the evaluation within three weeks of the discussion if they so wish.
	1. A grievance over the contents of an evaluation shall not be processed past Step Three Two. In the event that such a grievance reaches Step Three Two, it shall be deemed settled by the Dean’s reply, and Step Four and/or Article 7 (Arbitration) shall not be invoked. This does not limit the right to grieve the reasonableness of the methods and criteria of evaluation. Such a grievance shall not operate to halt or interfere with the evaluation process unless otherwise agreed by the parties or ordered by an Arbitrator or Arbitration Board.

…

**ARTICLE 15 – GENERAL – Employer counter proposal – March 24, 2024 12:15PM**

15.01.3RESOURCES FOR PERSONS WITH DISABILITIES

Persons with disabilities, per the York University’s accommodation process Occupational Health and Safety Policy, shall be accommodated, including through and have access to the DOHS funds designated for the purchase of special equipment or required resources identified as a required accommodation to assist employees in the performance of their teaching, demonstrating, tutoring or marking, as appropriate, on the same basis as other York University employees. The Office of the Disabilities Co-ordination Manager will act as a liaison between the Employer and the employee with disabilities on these issues.

* 1. DISABILITY/ILLNESS/INJURY LEAVE CODE BASED EXTENSION REQUESTS

A full-time graduate student whose studies have been impacted by a protected ground under the *Ontario Human Rights Code* (“OHRC”) for which they require accommodation may submit a petition for academic extension for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). Full and part-time graduate students who suffer illness or injury may submit petitions for academic extensions for up to a total of twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. Such petitions shall be kept confidential. When considering these petitions, the Dean shall review medical certification and statements as to the effect of the disability or disabilities, illness or injury upon the progress of the student’s work. If requested by the member, in the case of a petition based upon a disability or disabilities, the Dean shall also meet with an officer from the Office of Persons With Disabilities Student Accessibility Services to discuss the petition. If the Dean decides not to grant such a petition, they shall state the reasons for their decision in writing, including the basis upon which they decided that the effect of the illness, injury and/or disability or disabilities upon the progress of the student’s work was not sufficient to grant the petition, to the individual with a copy to the union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status.

Masters candidates who held a full or partial teaching assistantship, and who subsequently have been granted a full-time academic extension for up to 12 months beyond Faculty of Graduate Studies guidelines per this article, also shall be allocated an additional teaching assistantship.

* + 1. The Employer agrees to contribute annually to operating costs of the Student Centre Childcare facility, known as the Lee Wiggins Childcare Centre. In each year of the collective agreement, the amount allocated shall be $50,000. By September 30 of each academic year the Employer will allocate $50,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. Any remaining amount from the subsidies that goes unused shall be reallocated towards operational costs of the Student Centre Childcare Facility. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.

#

**ARTICLE 17 – LEAVES**

17.07 PAID CARE-GIVER LEAVE

Upon written request, a paid leave of absence of up to twelve thirty-fifths shall be granted to an employee on the occasion of the birth of a child for which they ares/he is going to accept care-giver responsibility. Where more than onetwo employee~~s~~ hasve care-giver responsibility for a new-born child and one is eligible for pregnancy maternity leave, they may divide the amount of paid pregnancymaternity and care-giver leave between them.

17.08 PAID ADOPTION LEAVE

Upon written request indicating the expected date of adoption of an infant (i.e., less than five years old at the time of adoption), the employee who has the principal responsibility for the care of that child shall be entitled to a paid adoption leave, coincident with the adoption of that child, of up to twelve thirty-fifths of the period of their Appointment Contract(s). Where more than onetwo employee~~s~~ isare assuming joint care-giver responsibility for that child, a maximum of twelve thirty-fifths of paid adoption leave may be shared between them, in which case the portion claimed by each shall be calculated on the Appointment Contract(s) that each holds.

# **ARTICLE 20 – WAYS & MEANS FUND – Employer Proposal Feb 02, 2024**

20.01 ~~Upon ratification the employer will pay to the union $40,245 towards the union’s Ways & Means Fund, which fund is administered by the union. For 2009-10, effective September 1, 2009, this amount will be increased to $42,245 and for 2010-11, effective September 1, 2010, this amount will be increased to $44,245. Effective September 1, 2014, the Employer will pay to the Union $59,245 towards the Union’s Ways and Means Fund. Effective September 1, 2015, the Employer will pay to the Union $74,245 for each year of the collective agreement.~~

~~Effective September 1, 2018 the Employer will contribute $85,000 to this Fund in each year of the Collective Agreement.~~

Upon ratification of the 2023-26 Collective Agreement the employer will pay to the Union ~~$40,245~~ $XX, less the amount of $238,342.09 that was paid to the Union in the fall of 2023, towards the Union’s Ways & Means Fund, ~~which fund is~~ administered by the Union. For ~~2009-10~~ 2024-25, effective September 1, ~~2009~~ 2024, this amount will be ~~increased to~~ ~~$42,245~~ $YY and for ~~2010-11~~ 2025-26, effective September 1, ~~2010~~ 2025, this amount will be ~~increased to~~ $~~44,245~~ $ZZ, and each year thereafter. ~~Effective September 1, 2014, the Employer will pay to the Union $59,245 towards the Union’s Ways and Means Fund. Effective September 1, 2015, the Employer will pay to the Union $74,245 for each year of the collective agreement.~~

~~The Employer will contribute to this fund $132,072.07 effective September 1, 2020, $183,514.87 effective September 1, 2021, and $238,342.09 effective September 1, 2022.~~

Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.

~~In addition, the Employer will commit up to $10,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer)~~

**Letter of Agreement**

**Discussions regarding Workplace Accommodation – New Employer Counterproposal – February 21, 2024**

The Union and the Employer agree that at each of the ~~November~~ February and May Employee Well-Being – CUPE 3903 Monthly Review meetings, the parties will engage in a discussion the scope of which will include:

1. Data that the Employer provides to CUPE in advance of these meetings; and
2. Discussion and feedback regarding individual CUPE 3903-represented employees’ experience with the accommodation processes under the Disability Support Program, with a view to opportunities for continuous improvement.

~~Two~~ Four weeks in advance of a scheduled meeting, the Employer will provide the union with aggregate data regarding newly medically accommodated employees in the CUPE 3903 bargaining units, including non-confidential information regarding the nature of the accommodation provided.

Each party may have up to three representatives at these discussions. Such representatives shall normally include Manager, Employee Well-Being (or nearest equivalent position) and Disability Support Specialist(s) on behalf of the Employer and the CUPE 3903 Equity Officer (or nearest equivalent position) on behalf of the Union. If either party wishes to have more than three representatives in attendance, they should seek the agreement of the other party no later than seven days in advance of the meeting.

This Letter of Understanding will expire with the commencement of the renewal collective agreement following the 2023-26 collective agreement unless this Letter of Understanding is renewed by the parties.

**LETTER OF UNDERSTANDING – EMPLOYER PROPOSAL FEB 02, 2024**

**B E T W E E N:**

**CUPE 3903 Units 1, 2 and 3**

**(“UNION”)**

**and**

**YORK UNIVERSITY**

**(“UNIVERSITY”)**

**Re: Paid Adoption Leave**

Whereas Paid Adoption Leave is currently provided on the terms set out in the collective agreements[[1]](#footnote-2).

And Whereas, the federal government has proposed amendments to the *Employment Insurance Act* (*EI Act*) to provide up to 15 weeks of shareable EI adoption benefits.

Now Therefore the parties agree that:

If the legislation passes during the 2023-2026 collective agreement, the University will increase the paid adoption leave in the relevant paid adoption leave article of the collective agreement from twelve thirty-fifths to fifteen thirty-fifths for any paid adoption leaves commencing after that date.

**LETTER OF AGREEMENT – Employer Counter Proposal Feb 15, 2024**

**Academic Extension**

**B E T W E E N:**

**CUPE 3903 Unit 1 and Unit 3**

**(“UNION”)**

**and**

**YORK UNIVERSITY**

**(“UNIVERSITY”)**

**Hereafter referred to as “the Parties”**

The Faculty of Graduate Studies regulations establish program completion times of 12 terms (4 years) for masters degree requirements and 18 terms (6 years) for doctoral degree requirements. The regulations are premised on a commitment to timely completion.

Petitions constitute a request to waive an academic rule or regulation and under the York University Act, 1965, are within the purview of the appropriate Senate subcommittee. A full-time graduate student may petition for an extension of the program completion time and full-time status where an intervening event, in the case of the applicable CUPE 3903 collective agreement provisions executive service, or Code-based grounds have affected their academic progress. The Parties have met to discuss the exceptional circumstances of approximately 20 full-time graduate students who have been granted academic extensions of full-time status for a second year and note that students in PhD 8 have not normally received Priority Pool entitlement. There is no extension into PhD 9.

The parties agree as follows:

1. For the period from the date of ratification of the relevant 2023-26 CUPE 3903 collective agreements to August 31, 2026, the Parties agree to the process as outlined below:
	1. The University, in its discretion, will consider funding and employment opportunities in the exceptional circumstances in which a full-time graduate student petitions for and is granted an academic extension of full-time status for a second year for Code-based grounds, or a combination of executive service and Code-based grounds pursuant to the applicable collective agreement provision[[2]](#footnote-3).
	2. It is understood that the University must first meet any funding obligations to students in years 1-6 and to those PhD students who are entitled to funding as a result of an approved academic extension into PhD 7.
	3. Once the above funding obligations have been met, the University may consider from among any remaining assignments including possible Priority Pool entitlement, if applicable, for a full-time graduate student who petitions for and is granted an academic extension of full-time status for a second year as described above.
	4. Students are encouraged to contact the applicable Hiring Unit to inquire whether there are employment/funding opportunities available.
2. This Letter of Agreement shall be placed in the relevant 2023-26 collective agreement booklets and shall form part of the relevant 2023-26 collective agreement. It will expire with the expiration of the relevant 2023-26 collective agreement and shall be removed from the subsequent renewal collective agreement unless renewed by the parties.

|  |  |
| --- | --- |
| York University  |  |
| CUPE 3903 Unit 1 |  |

|  |  |
| --- | --- |
| CUPE 3903 Unit 3 |  |

*Note: Agreement to collective bargaining proposal above, regarding a Letter of Agreement, is subject to CUPE 3903’s withdrawal of the following policy grievances:*

* *Union policy grievance dated July 27, 2021, alleging a violation of CUPE 3903 Unit 1 Articles 2, 4, 15.10, and any other relevant articles, the Labour Relations Act, the Ontario Human Rights Code, and any other relevant statutes.*
* *Union policy grievance dated August 16, 2022, alleging a violation of the CUPE 3903 Unit 3 collective agreement Articles 2, 4, 11.06, and any other relevant articles, the Labour Relations Act, the Ontario Human Rights Code, and any other relevant statutes.*

**APPENDIX B – November 24, 2023**

**TEACHING ASSISTANTSHIP – OFFER OF APPOINTMENT YORK UNIVERSITY**

….

If you accept this offer of appointment, please complete, sign, and promptly return the attached copy of this form to me within fourteen calendar days, at which time the offer will expire. (Any delay in responding may delay your first salary payment.)

**…**

**If you are a person with a disability and wish to discuss workplace accommodation please contact the University’s Employee Well Being Office:** [**(http://www.yorku.ca/hr/units/employeerelations/ewb.html)**](https://yuoffice-my.sharepoint.com/personal/kaylieg_yorku_ca/Documents/Desktop/CUPE%203903/CUPE%203903/Collective%20Bargaining%202023/DRAFT%20Proposals/Unit%201/%28http%3A/www.yorku.ca/hr/units/employeerelations/ewb.html%29)[**https://thecentre.yorku.ca/resource/health-safety-well-being/**](https://thecentre.yorku.ca/resource/health-safety-well-being/)

**For information regarding group health and dental plan benefits see link below:**

Link to benefit enrolment form to be included.

**For information regarding the terms and conditions of your employment as set out in a collective agreement between York University and CUPE 3903 Unit 1 see link below:**

[**https://www.yorku.ca/labour/wp-content/uploads/sites/105/2023/09/Unit-1-CA-2020-2023-FINAL-06-06\_2.pdf**](https://www.yorku.ca/labour/wp-content/uploads/sites/105/2023/09/Unit-1-CA-2020-2023-FINAL-06-06_2.pdf)

**Revised February, 2000**

**Revised April, 2012**

**Revised November, 2023**

**NEW Employer Proposal – February 07, 2024**

*Without Prejudice*

*The Employer’s proposal is that upon the renewal of the York-CUPE 3903 Unit 1, 2 and 3 collective agreement, the Employer would write to the Union as set out below. This letter would not form part of the collective agreement*

*Draft Letter to CUPE 3903 from the Employer:*

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Dear CUPE 3903 Chairperson,

In recently concluded collective bargaining for the renewal of the York University – CUPE 3903 Units 1, 2 and 3 Collective Agreements, CUPE presented a proposal regarding the provision of supports and services to racialized employees.

We appreciate your attention to racism’s diverse forms and consequences, as well as its inextricability from intersecting identities and we share your investment in the well-being of racialized employees. Indeed, countering racism at York (and beyond) has been a driving force behind multiple initiatives, including but not limited to: the Security Services Review, the Framework and Action Plan on Black Inclusion, and the DEDI Strategy. Racial equity is also being embedded in the Well-being Strategy thanks to extensive consultations with York community members. All of these include recommendations for specific services and practices in order to both counter racism and enable racialized members of York’s community to thrive.

The Division of EPC, which is the lead or co-sponsor of these initiatives, is planning the implementation of these recommendations in ways that are holistic, community-informed, aimed at the flourishing of racialized individuals and communities, and will be accessible to CUPE members. CUPE members will be invited to share their ideas and feedback about the implementation of various recommendations. They may do so through channels open to York community members in general or could also request an additional CUPE-specific discussion if that is preferable. I would welcome and appreciate their engagement very much.

Laina Bay-Cheng

Interim Vice-President Equity, People & Culture

1. Article 17.08 in Units 1 and Unit 2 and Article 16.10 in Unit 3 [↑](#footnote-ref-2)
2. CUPE 3903 Unit 1 Article 15.09, 15.10; CUPE Unit 3 Article 11.05.3, 11.05.4, 11.06 [↑](#footnote-ref-3)